

EX-10.8

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AMENDMENT NO. 2

AMENDMENT NUMBER TWO

TO THE GENERAL AGREEMENT AMONG

KMC TELECOM INC., KMC TELECOM II, INC.,

KMC TELECOM LEASING I LLC, KMC TELECOM LEASING II LLC

AND LUCENT TECHNOLOGIES INC.

This Amendment Number Two (hereinafter this "Amendment Two") is made effective as of December 22, 1998, by and among KMC Telecom Inc., a Delaware corporation, KMC Telecom II, Inc., a Delaware corporation, KMC Telecom Leasing I LLC, a Delaware limited liability company and KMC Telecom Leasing II LLC, a Delaware limited liability company, each with offices located at 1545 Route 206, Suite 300, Bedminster, New Jersey 07921 (hereinafter collectively referred to as "Customer"), and Lucent Technologies Inc., a Delaware corporation, acting through its Global Service Providers Group, with offices located at 600 Mountain Avenue, Murray Hill, New Jersey 07074 (hereinafter "Seller").

WHEREAS, Customer and Seller previously entered into that certain General Agreement (Contract Number LNM970313MP), effective March 6, 1997, as modified and amended by Amendment Number 1 (Contract Number LNM 970922MP), effective as of October 15, 1997 (as so amended, the "General Agreement"), setting forth the terms and conditions pursuant to which Seller agreed to supply and Customer agreed to procure certain of Seller's Products, Licensed Materials and Services (as such terms are defined therein);

WHEREAS, Customer and Seller desire to amend and modify the General Agreement as set forth herein; and

WHEREAS, all terms used herein but not defined herein shall have the meanings ascribed to them in the General Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF GENERAL AGREEMENT

The definition of "Customer" contained in the General Agreement is hereby amended to additionally include KMC Telecom of Virginia, Inc., a Virginia public service company ("KMC-Virginia"), KMC Telecom III, Inc., a Delaware corporation ("KMC III") and KMC Telecom Leasing III LLC, a Delaware limited liability company ("KMC Leasing III"); it being the intent and understanding among the parties that KMC-Virginia, KMC III, and KMC Leasing III shall be authorized to procure Products, Licensed Materials and Services from Seller under and pursuant to the terms and conditions of the General Agreement.

2. TERM OF GENERAL AGREEMENT

Section 1.2 of the General Agreement is hereby amended to provide that the Term shall expire on March 5, 2003.

3. PURCHASE COMMITMENT AND FINANCIAL CONSIDERATIONS

In consideration for the discounts, allowances and incentives set forth in Appendix A of the General Agreement (as modified hereby), KMC III and KMC Leasing III agree to procure directly and exclusively from Seller, consistent with the purchase requirements set forth in the financing documents between the parties, Seller's Products, and related Licensed Materials and Services which are available and may become available during the Term, in each case meeting Customer's requirements for up to 27 Tier III cities and up to 100 Tier IV cities, so long as at all times the purchase price therefor (taking into account all of the terms and conditions of the competitive offer) is competitive with the purchase price generally offered by any other third-party vendor of the particular Product, Licensed Material or Service in question in the United States. Either party's obligation to perform under this Amendment is contingent on Seller providing financing for all Seller's Products, and related Licensed Materials and Services to be sold to Customer hereunder in accordance with that certain Loan and Security Agreement, dated as of February __, 1999, among KMC III, KMC Leasing III, the financial institutions signatory thereto, Seller as agent and _____ as collateral agent.

4. DEFINITIONS

The following definitions are hereby added to Section A-1.2, "Definitions" of Appendix A:

- o "Data Networking Products" means Seller's intelligent switching, access and applications and network services Products, including but not limited to the PacketStar(TM) Access Concentrator(TM), PathStar(TM) Access Server, PortMaster(R) Integrated Access Concentrator and PacketStarTM IP GateWay 1000. The table of Data Networking Products in Section 6 may be expanded or amended from time to time by mutual agreement of the parties.

5. MODIFICATIONS TO APPENDIX A

The provision of Appendix A of the General Agreement shall be revised in the following respects:

(A) The first sentence of Section A-1.5 "Network Standardization" shall be replaced with the following: "Subject to the provisions of Section 3 of Amendment Two, Customer agrees to standardize its network exclusively on Seller's 5ESS(R)-2000 Switch Systems Products, Transmission Systems Products, fiber optic cable and associated apparatus, access systems, voice messaging systems, Power Systems and Data Networking Products during the Term, such that in the event Customer requires any equipment and/or software which is functionally comparable to Sellers Products and related Licensed Materials available for purchase under this Agreement, then Customer agrees to purchase all of its requirements for such equipment and software from Seller."

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(B) The parties acknowledge that, effective June 30, 1998, the Transmission Systems discounts available to Customer were amended and that effective as of June 30, 1998, the table entitled "Transmission Systems Products Discount Schedule" in Section A-1.15 of Appendix A is replaced with the following:

TRANSMISSION SYSTEMS PRODUCTS*	DISCOUNT
DDM PLUS	27%
DDM-2000 FiberReach OC-1	25%
DDM-2000 OC-3 hardware & Software	45%

DDM-2000 OC-12 Shelf	85%
DDM-2000 OC-12 Commons	43%
DDM-2000 OC-12 Optics	50%
DDM-2000 OC-12 Software	43%
Dual 2Fiber OC-48 A/D Ring Term	70%**
Two Systems (ED8C902-30 G-3 e/w the following):	
TG3 (DS1) Cp LAA18	
System Controller LAA23B	
System Memory 4 Mbyte LAA25	
Line Controller (4 Mg) A/D & ring LAA28	
Overhead Controller LAA21	
Adapter Plate	
Filler Plate	
FT-2000 OC-48 Lightwave System Commons (spares)	50%
FT-2000 OC-48 Low Speed Cards (DS3, IS3, OC-3, OC-12)	40%
FT-2000 OC-48 Lightwave System Optics	65%
FT-2000 OC-48 Lightwave System Software	65%
SLC(R)-2000 Multi Services Distant Terminals (MSDT)	35%
SLC(R)-2000 Access System - Common Units	40%
SLC(R)-2000 Access System - POTS/SPOTS Units	35%
SLC(R)-2000 Access System - Special Service Units	40%
SLC(R)-2000 Access System - Software	00%
SLC(R)-SERIES 5 Carrier System - Common Units	35%
SLC(R)-SERIES 5 Carrier System - POTS/SPOTS Units	35%
SLC(R)-SERIES 5 Carrier System - Special Service Units	35%
DACS IV 2000 Systems	see 1.15.1 below

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TRANSMISSION SYSTEMS PRODUCTS*	DISCOUNT
DACS II Systems (hardware & Software)	27%

* The above Products do not include cabling or power equipment. Unless otherwise specified, the discounts shown above apply to Transmission Systems Products (hardware) only. The discount for the cables used in the systems set forth above shall be twenty percent (20%) off the List Price.

** This 70% discount only applies to Lucent order code ED8C902-30 G-3 which is equipped with a dual bay, two complete OC-48 systems and commons for one shelf. For commons ordered singularly, the 50% discount shall apply.

6. ADDITIONS TO APPENDIX A

The following sections are hereby added to Appendix A of the General Agreement.

6.1 PRICING PLAN

A new Section A-1.22 is hereby added to Appendix A of the General Agreement:

"A-1.22 PRICING PLAN FOR DATA NETWORKING PRODUCTS

In consideration for the Customer purchase commitment set forth in Section 3 of this Amendment No. 2, Seller will provide the discounts set forth below for all purchases of the Data Networking Products described therein which are made by Customer during the Term:

DATA NETWORKING PRODUCTS	DISCOUNT
PacketStar(TM) Access Concentrator 10	30%
PacketStar(TM) Access Concentrator 60	40%
PacketStar(TM) Access Concentrator 120	40%
PathStar(TM) Access Server (PSAS)	40%
PortMaster(R) 4 Integrated Access Concentrator (PM4)	30%
PacketStar(TM) IP GateWay 1000	25%"

6.2 SUPPORT SERVICES FOR DATA NETWORKING PRODUCTS

A new Section A-1.23 is hereby added to Appendix A:

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"1.23 SUPPORT SERVICES

In addition to its obligations under the "Warranty" clause of the General Agreement, Seller will make available maintenance and other technical support services to Customer for Seller's Data Networking Products under mutually agreed-upon, separate support agreement(s)."

6.3 TRAINING INCENTIVE FOR DATA NETWORKING PRODUCTS

A new Section A-1.24 is hereby added to Appendix A:

"1.24 TRAINING INCENTIVE

In consideration for Customer's purchase commitment set forth in Section 3 of this Amendment, (a) for each one million two hundred fifty thousand dollars (\$1,250,000) in Customer's purchases of Seller's PathStar(TM) Access Server Products, Seller will provide Customer with two (2) tuition-free seats at a five (5) day course related to Data Networking Products; and (b) for each one million two hundred fifty thousand dollars (\$1,250,000) in Customer's purchases of Seller's PortMaster(R) 4 Integrated Access Concentrator, PacketStar(TM) Access Concentrator 60, or PacketStar(TM) Access Concentrator 120 Products, Seller will provide Customer with two (2) tuition-free seats at a five (5) day course related to Data Networking Products. Seller, at its option, may offer training regionally.

Customer shall use the foregoing training days earned by it within twelve (12) months after the shipment of the relevant Data Networking Products. Customer shall be responsible for all associated travel and living expenses for Customer personnel in connection with attendance at the foregoing courses. In the event that Seller sends its personnel to a Customer site for on-site training, Customer shall be responsible for all reasonable travel and living

expenses for the instructor and for providing equipment needed for hands-on training. It is understood and agreed that any such equipment used in a training setting must not be part of Customer's network product environment."

7. ENTIRE AGREEMENT

Except as specifically modified, amended or supplemented herein, all terms and conditions of the General Agreement shall remain in full force and effect. The terms and conditions contained in this Amendment Two and those nonconflicting terms and conditions of the General Agreement supersede all prior oral and written understandings among the parties and shall constitute the entire agreement among the parties with respect to the subject matter herein. This Amendment Two shall not be modified or amended except by a writing signed by an authorized representative of each of the parties.

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IN WITNESS WHEREOF, the parties have caused this Amendment Two to be executed by their duly authorized representatives on the date(s) indicated.

KMC TELECOM INC.

Member

By: /s/

Typed Name: Michael A. Sternberg

Title: President

Date:

KMC TELECOM LEASING I LLC

By: KMC Telecom I, Inc., as Sole

By: /s/

Typed Name: Michael A. Sternberg

Title: President

Date:

KMC TELECOM II, INC.

By: /s/

Typed Name: Michael A. Sternberg

Title: President

Date:

KMC TELECOM LEASING II LLC

By: KMC Telecom II, Inc., as Sole
Member

By: /s/

Typed Name: Michael A. Sternberg

Title: President

Date:

KMC TELECOM III, INC.

By: /s/

Typed Name: Michael A. Sternberg

Title: President

Date:

KMC TELECOM LEASING III LLC

By: KMC Telecom III, Inc., as Sole
Member

By: /s/

Typed Name: Michael A. Sternberg

Title: President

Date:

KMC TELECOM OF VIRGINIA, INC.

By: /s/

Typed Name: Michael A. Sternberg

LUCENT TECHNOLOGIES INC.

By: /s/

Typed Name: Mark Wilson

Title: President

Title: Vice President - Sales

Date:

Date:

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EX-10.9

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AMENDMENT NO. 3

AMENDMENT NUMBER THREE
TO THE GENERAL AGREEMENT AMONG
KMC TELECOM INC., KMC TELECOM II, INC.,
KMC TELECOM III, INC., KMC TELECOM OF VIRGINIA, INC.,
KMC TELECOM LEASING I LLC, KMC TELECOM LEASING II LLC,
KMC LEASING III LLC AND LUCENT TECHNOLOGIES INC.

This Amendment Number Three (hereinafter this "Amendment Three") is made effective as of November 15, 1999, by and among KMC Telecom Inc., a Delaware corporation, KMC Telecom II, Inc., a Delaware corporation, KMC Telecom III, Inc., a Delaware corporation, KMC Telecom of Virginia, Inc., a Virginia public service company, KMC Telecom Leasing I LLC, a Delaware limited liability company, KMC Telecom Leasing II LLC, a Delaware limited liability company, and KMC Telecom Leasing III LLC, a Delaware limited liability company, each with offices located at 1545 Route 206, Suite 300, Bedminster, New Jersey 07921 (hereinafter collectively referred to as "Customer"), and Lucent Technologies Inc., a Delaware corporation, acting through its Global Service Providers Group, with offices located at 600 Mountain Avenue, Murray Hill, New Jersey 07074 (hereinafter "Seller").

WHEREAS, Customer and Seller previously entered into that certain General Agreement (Contract Number LNM970313MP), effective March 6, 1997, as modified and amended by Amendment Number One (Contract Number LNM970922MP), effective as of October 15, 1997 and Amendment Number Two, effective December 22, 1998 (as so amended, the "General Agreement"), setting forth the terms and conditions pursuant to which Seller agreed to supply and Customer agreed to procure certain of Seller's Products, Licensed Materials and Services (as such terms are defined therein); and

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WHEREAS, Customer and Seller desire to amend and modify the General Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF GENERAL AGREEMENT

The definition of "Customer" contained in the General Agreement is hereby amended to additionally include KMC Telecom IV, Inc., a Delaware corporation ("KMC IV") and KMC Telecom Leasing IV LLC, a Delaware limited liability company ("KMC Leasing IV"); it being the intent and understanding among the parties that KMC IV and KMC Leasing IV shall be authorized to procure Products Licensed Materials and Services from Seller under and pursuant to the terms and conditions of the General Agreement.

FINANCING

Customer's obligations under this Amendment are contingent on Seller providing financing subject to terms and conditions to be mutually agreed.

PURCHASE COMMITMENT AND FINANCIAL CONSIDERATIONS

In consideration for the discounts, allowances and incentives set forth in Appendix A of the General Agreement (as modified hereby), Customer agrees to procure directly and exclusively from Seller, consistent with the provisions of Section 2 above, Seller's Products and related Licensed Materials and Services which are available and may become available during the Term, in each case meeting the Customer's technical requirements for conversion of Customer's existing Tier I, II, III and IV cities to packet technology and/or growth to the existing TOM technology, and for KMC IV's and KMC Leasing IV's nine (9) additional Tier III cities and ninety-eight (98)

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additional Tier IV cities, so long as at all times the purchase price therefor (taking into account all of the terms and conditions of the competitive offer) is competitive with the purchase price generally offered by any other third-party vendor of the particular Product, Licensed Material or Service in question in the United States.

MODIFICATIONS TO APPENDIX A

The provisions of Appendix A of the General Agreement shall be revised in the following respects:

The table entitled "Discount Schedule for 5ESS(R)-2000 Switch Products" in Section A-1.7 of Appendix A and the paragraph below the table are replaced with the following:

PRODUCT TYPE	INITIAL SWITCH DISCOUNT	LARGE GROWTH DISCOUNT	PERIPHERAL GROWTH DISCOUNT
5ESS Switch	83%	77%	25%
5ESS CDX Switch	83%	77%	25%
5ESS VCDX Switch	83%	77%	25%

The parties acknowledge that the above discounts were effective October 1, 1999. Large Growth is defined as the addition of seven (7) or more STSX-1 cards. Any other growth shall be considered Peripheral Growth. Dedicated hardware and Software for PRIs only shall receive a seventy-seven percent (77%) discount.

The following products shall be added to the table in Section A-1.22, "Pricing Plan for Data Networking Products" (this Section was added in Amendment Two). Unless otherwise specified in writing by Lucent, the Warranty Periods for Data Networking Products are twelve (12) months for the hardware and ninety (90) days for the Software.

DATA NETWORKING PRODUCTS	DISCOUNT
MAX TNT(TM) WAN Access Switch	30%
PacketStar(TM) PSAX 2300 Access Concentrator	45%
GX 550(TM) Smart Core ATM Switch	35%
Stinger(TM) DSL Access Concentrator	35%
Copper Mountain CopperEdge(TM) 200*	32%
Copper Mountain CopperEdge(TM) 150*	32%
PacketStar(TM) PSAX 50 Broadband Service Unit	35%

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DATA NETWORKING PRODUCTS	DISCOUNT
PacketStar(TM) PSAX 100 Broadband Service Unit	35%
PacketStar(TM) PSAX 600 Broadband Service Concentrator	35%
Cajun(TM) 330R Stackable Switching System	35%
Cajun(TM) 550R Stackable Switching System	35%
ConnectStar(TM) Interworking Call Router (formerly Broadband Interworking Connection Router (BICR))	35%

* The Warranty Period for these Products is twelve (12) months.

The following Access Products shall be added to the table entitled "Transmission Systems Products Discount Schedule" in Section A-1.15 (this table was replaced in Amendment Two).

ACCESS PRODUCTS	DISCOUNT
CopperCom Gateway(TM) *	19%
CopperCom MXR(TM) *	19%
VINA ConnectReach *	50%
VINA ConnectReach Plus *	40%
7 R/E(TM) Connection Gateway (previously PacketStar(TM) Connection Gateway (PCG))**	50%

* The Warranty Period for these Products is twelve (12) months.

** The Warranty Periods for the 7 R/E Connection Gateway are twelve (12) months for the hardware and eighteen (18) months for the Software.

The following new Section A-1.25 is hereby added to Appendix A:

A-1.25 PRICING PLAN FOR OPTICAL NETWORKING PRODUCTS

In consideration for the Customer purchase commitment set forth in Section 3 of this Amendment Three, Seller will provide the discounts set forth below for all purchases of the Optical Networking Product(s) described therein which are made by Customer during the Term. This table of Optical Networking Products may be expanded or amended from time to time by mutual agreement of the parties.

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OPTICAL NETWORKING PRODUCTS	DISCOUNT
WaveStar(TM) TDM 2.5G	50%

The following new Section A-1.26 is hereby added to Appendix A:

A-1.26 PRICING PLAN FOR 7R/E(TM) PACKET SOLUTIONS

Seller will provide firm price quotations to Customer for its 7R/E(TM) Packet Solutions purchases. To constitute a 7R/E Packet Solution it must contain at least a minimum of one unit each of a Call Feature Server, One-Link Manager, and Packet Gateway purchased and installed at one time (it also may contain more than one unit of each of these components) in addition to other 7R/E hardware and Software elements (hereinafter referred to as "7R/E Packet Solution"). A 7R/E Packet Solution does not include the 5ESS(R) Switch or circuit switching network elements that may interface with the 7R/E Packet Solution products. List Prices are not yet finalized for 7R/E components. Seller commits to a minimum twenty percent (20%) price savings for a 7R/E configuration utilizing pure packet access when compared to a comparable 5ESS TDM configuration. Access vehicles (e.g., RLAGs, IADs, etc.) are not included in the 7R/E pricing. The Warranty Period for 7R/E hardware (whether or not the hardware is part of a 7R/E Packet Solution) is twelve (12) months. The Warranty Period for Software licensed with a new 7R/E Packet Solution installation (all three elements set forth above required to constitute a Packet Solution must be installed at the same time for this twelve (12) month Software warranty to apply) is twelve (12) months. The Warranty Period for any other 7R/E Software including, but not limited to, upgrades or updates to the initial Software or new releases of Software is three (3) months.

ADDITIONAL CONSIDERATIONS

At Customer's request, Seller is providing Customer with a copy of its schedule of anticipated release dates for certain of its Products. This Schedule is attached hereto as Exhibit B. If there is a slip in the availability date that impacts Customer's deployment schedule, Seller will, at Seller's expense, either

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(a) provide Customer with an acceptable substitute and change it out to the required Product when available, or (b) purchase on Customer's behalf an acceptable non-Lucent substitute and change it out to the required Product when available. In the event Seller purchases non-Lucent Products in accordance with Subparagraph (b), said purchases will be treated as a Lucent Product for the purposes of the purchase commitment and will be subject to the terms and conditions of the financing agreement. Additionally, Seller will provide to Customer, concurrently with the signing of this Amendment, a list of the Products currently being purchased by Customer from Seller. This list will include a description of the product, comcode, current list price and the current discounted price. Lastly, at Customer's request, attached hereto as Exhibit C is a summary that compares the older city pricing and the planned city pricing, showing the expected savings by location.

ENTIRE AGREEMENT

Except as specifically modified, amended or supplemented herein, all terms and conditions of the General Agreement shall remain in full force and effect. The terms and conditions contained in this Amendment Three and those nonconflicting terms and conditions of the General Agreement supersede all prior oral and written understandings among the parties and shall constitute the entire agreement among the parties with respect to the subject matter herein. This Amendment Three shall not be modified or amended except by a writing signed by an authorized representative of each of the parties.

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IN WITNESS WHEREOF, the parties have caused this Amendment Three to be executed by their duly authorized representatives on the date(s) indicated.

KMC TELECOM INC.

KMC TELECOM LEASING I LLC

By KMC Telecom Inc., as Sole Member

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

KMC TELECOM II, INC.

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

KMC TELECOM LEASING II LLC
By KMC Telecom II, Inc., as Sole
Member

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

KMC TELECOM III, INC.

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

KMC TELECOM LEASING III LLC
By KMC Telecom III, Inc., as Sole
Member

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

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KMC TELECOM IV, INC.

KMC TELECOM LEASING IV LLC
By KMC Telecom IV, Inc., as Sole
Member

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

By: _____

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

By: _____

KMC TELECOM OF VIRGINIA, INC.

LUCENT TECHNOLOGIES INC.

By: /s/

Typed Name: Michael A. Stenberg

Title: President

Date: _____

By: /s/

Typed Name: Bill Plunkett

Title: _____

Date: _____

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EXHIBIT A

Financing Term Sheet

A copy of the Financing Term Sheet
shall be placed behind this page

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EXHIBIT B

PRODUCT RELEASE SCHEDULE

	CI OR FSA	GA
WAVESTAR TDM 2.5G		
R. 1.0		4/99
R. 2.0	6/99	9/99
R. 3.0 w/UPSR Ring Termination	12/99	3/00
R. 4.0	6/00	9/00
R. 5.0		3/01
WAVESTAR TDM 10G 2-FIBER		
R. 1.0	12/99	3/00
R. 2.0		9/00
R. 3.0		3/01
WAVESTAR TDM 10G (OC-192 4F)		
R. 1.0		6/00
WAVESTAR OLS 40G/80G		
R. 3.3		10/99
R. 6.0		9/15/00
R. 7.0		3/15/01

WAVESTAR OLS 400G

R. 2.0	9/30/99
R. 3.0	3/31/00
R. 4.0	12/15/00
R. 5.0	9/15/01

WAVESTAR ISTN

R. 1.0	12/99	6/00
R. 2.0	6/00	12/00
R. 3.0		3/01
R. 4.0		9/01

WAVESTAR BANDWIDTH MANAGER

R. 1.0 - 1.1		Now
R. 1.2		Now
R. 1.3	10/99	12/99
R. 2.0 (w/TL1 cut through for DDM & FT)	1/00	3/31/00
R. 3		6/30/00
R. 4.0		3/01
R. 5.0		9/01

PRODUCT RELEASE SCHEDULE

	CI OR FSA	GA
----- WAVESTAR ALL METRO OLS		
R. 1.0		3/31/00
R. 2.0		12/15/00
R. 3.0		6/15/01

WAVESTAR OPTICAIR OLS

R. 1.0	3/00
R. 2.0	3/01

FT-2000 OC-48

R. 9.1	1/00
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 ANYMEDIA ACCESS SYSTEM

R. 1.0		9/98
R. 1.2	4/99	6/99
R. 1.5	6/99	8/99
R. 1.7 - HDT		8/99
R. 1.2.4 - as a PAS Server	1/00	3/00

 DDM-2000 - OC3/12

R. 15.0	10/99	12/99
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 DDM-2000 BAM

R. 1.0		06/01
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 FIBERREACH

R. 4.0 (TARP)		09/00
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 VINA TECH

ConnectReach Plus		Now
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ConnectReach		Now
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R. 1.0		7/99
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VFDE		12/99
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R. 2.0		8/99
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R. 3.0		11/99
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R. 3.0.6		11/99
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 COPPER MOUNTAIN

CPE for Voice and Data w/PAS interop	10/99	11/99
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CPE for Voice and Data w/o PAS, standalone		10/99
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CE200		Now
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CE150 (for MTU use)		Now
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 PRODUCT RELEASE SCHEDULE

	CI OR FSA	GA
HDSL 2 - Data		12/99
HDSL 2 - Derived Voice w/ PAS		11/99

SDSL - Data		Now
SDSL - Derived Voice w/ PAS	7/99	11/99
IDSL - Data		Now
IDSL - Derived Voice w/ PAS		11/99
Rel. 2.4		01/00
Rel. 2.9		03/00
Rel. 3.0		07/00

DACS II

Rel. 8.2 (Digital Signal Processing Platform)		Now
Rel. 8.3 (Low Density SONET and SDH Unit)		Now
Rel. 9.0 (Integrated Communications Interface Pack)		4Q99
Rel. 9.1 (ATM Processing Shelf)		4Q99
Rel. 10.0 (High Speed Unit - SONET)		1Q00
Rel. 10.1 (High Speed Unit - SDH)		3Q00
Rel. 11.0 (High Density Unit)		3Q00
Rel. 12.0 (NextGen DACS)		2001

DACS 4/4/1

R. 2.0		05/00
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FT-2000 OC-48

R. 9.0 TARP		01/00
R. 9.1		01/00

SESS ANYMEDIA SWITCH

SE14 Software Release	4Q99	1q00
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7 R/E PACKET SOLUTIONS

7 R/E Packet Local Solution R1 (IP)	12/99	06/00
7 R/E Packet Local Solution R2 (IP)	06/00	12/00
7 R/E Packet Local Solution R3 (ATM)	12/00	06/01

7 R/E Packet Tandem/Toll Solution R1.0	10/99	04/00
7 R/E Packet Tandem/Toll Solution R1.1	11/99	05/00

7 R/E Packet Tandem/Toll Solution R1.2	03/00	09/00
7 R/E Packet Tandem/Toll Solution R2.0	06/00	12/00
7 R/E Packet Tandem/Toll Solution R3.0	12/00	06/01

7 R/E PACKET DRIVER

Release 1.3 - Modem pooling w/TNT	12/99	06/00
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PRODUCT RELEASE SCHEDULE

	CI OR FSA	GA
Release 1.4 - Internet Telephony, OneLink	03/00	09/00
Release 2.0 - Data Offload on TNT	06/00	12/00
Release 2.1 - IP and VPN feature enhancements	09/00	03/01
Release 3.0 (Phase 2) - Integrated VtoA Offer - IWG	12/00	06/01
Phase 3 - Packet SM and 7R/E Elements	2H01	1H02
Phase 4 - Renaissance existing SMS	2002	2002

PATHSTAR ACCESS SERVER

Rel. 1.0	4/99	5/99
Rel. 2.0	6/99	7/99
Rel. 3.0	2/00	3/00
Rel. 4.0	1Q00	1Q00

PACKETSTAR CONNECTION GATEWAY

Rel. 1	4/99	7/99
Rel. 2	9/99	12/99

AC120

UPSR	1Q00	1Q00
APS (2 node configs only)	7/99	9/99

PSAX2300

Rel. 6.1		Now
Rel. 6.1.1		12/99
Rel. 6.2		03/00
Rel. 7.0		4Q00

COPPERCOM GATEWAY

Redundancy

GSC (1:1)	1Q00
ATM (1:1)	1Q00
T1 (1:N)	1Q00
Power (1:1)	Now

Voice

Loop/Ground Start	Now
PCM	Now
ADPCM 32	Now
ADPCM 16	1Q00
Echo Cancellation	Now
Fax Auto Detect	1Q00
Silence Suppression	2Q00

PRODUCT RELEASE SCHEDULE

	CI OR FSA	GA
GR-203		
Multiple I/F Groups		Now
EOC/Alarms/PPS		Now
Lucent Certification		11/15/99
Flow Through Provisioning		1Q00

T1 Line Card

T1-4 port	Now
T1-8 port	2Q00
STS-1	2Q00
Hot Remove	1Q00

ATM Line Card

ATM - DS3 - Dual Port	Now
ATM - OC3 - Dual Port	2Q00
ATM - DS3 - Quad Port	2Q00

Data Pass Through	1Q00
Daisy Chaining	1Q00
Hot Remove	1Q00

Management

Craft Interface	Now
Element Management System Rel 1	4Q99
Element Management System Rel 2	1Q00
Lucent Integration	Under Review
Alarm Contacts	1Q00

Voice of Frame Relay

Interworking Function FRF.8	Now
PCM	Now
Configurable ATM/Frame	Now
ADPCM 32	1Q00
ADPCM 16	1Q00

Packet Trunk Interface

PTI Logic Card	2Q00
MGCP	2Q00
10/100/1000 Mbps I/F	2Q00

xDSL Modems

SDSL	Now
ADSL	Now

PRODUCT RELEASE SCHEDULE

	CI OR FSA	GA
Voice		
16 Ports		Now
Loop Start		Now
Ground Start		1Q00
PCM		Now
ADPCM 32		Now

ADPCM 16	1Q00
Echo Cancellation	Now
Silence Suppression	2Q00
Data	
RIP 1 & 2	Now
RFC 1483	Now
PPP	Now
Classical IP	Now
NAT	Now
DHCP	Now
Firewall	Now
10Base T	Now
Management	
Console Port	Now
Telnet over Ethernet	Now
Proxy Through Gateway	1Q00
COPPERCOM MXR	
xDSL Modems	
SDSL	Now
ADSL	Now
Voice	
16 Ports	Now
Loop Start	Now
Ground Start	1Q00
PCM	Now
ADPCM 32	Now
ADPCM 16	1Q00
Echo Cancellation	Now
Silence Suppression	2Q00
Data	

RIP 1 & 2	Now
PRODUCT RELEASE SCHEDULE	
	CI OR FSA
	GA
RFC 1483	Now
PPP	Now
Classical IP	Now
NAT	Now
DHCP	Now
Firewall	Now
10Base T	Now
Management	
Console Port	Now
Telnet over Ethernet	Now
Proxy Through Gateway	1Q00
CAJUN 330R	
OC 12 ATM Uplink	03/00
OC 3 ATM Uplink	05/00
CAJUN 550R	
OC 12 ATM Uplink	03/00
OC 3 ATM Uplink	05/00
GX 550	
Jade	
OC3/STM-1, OC12/STM-4	Now
Full Redundancy (excluding GR253 APS)	Now
CBX 500 Rel. 3.0 SW functionality	Now
Jade.1	
Rapid upgrade	Now
IP Navigator	Now
Amethyst & Jade NMS merge	Now

Priority reroute	Now
OC-48/STM-16 software support	Now
Jade M2	
GR 253 Direct Trunk APS for OC12/STM-4	Now
GR 253 Direct Trunk APS for OC48/STM-16	Now
Eurpoa (Rel. 8.0)	
BIO 2	06/00
GR 253 OC-3/STM-1, OC-12//STM-4, OC-48/STM-16 Direct Trunk / UNI APS	06/00
Frame BIO	06/00
PRODUCT RELEASE SCHEDULE	
	CI OR FSA GA
4 port OC-3/STM-1 FOS/POS	06/00
1 port OC-12/STM-4 FOS/POS	06/00
IP Navigator & Frame Relay	06/00
4 port DS3 ATM via GX 250	06/00
MAX TNT	
Re. 8.0	01/00
96 Modem Cards	02/00
STINGER	
TAOS 7.11.1	Now
TAOS 8.0.x	2Q00
24-port ADS1 and HDSL2 Line Interface Modules	2Q00

EXHIBIT C

OLD PRICE / NEW PRICE

CITY COMPARISON

	OLD TDM	NEW QUOTES	REDUCTION
KMC Central Office	\$2,816,827	\$2,567,658	-8.85%
ILEC Tandem	\$483,473	\$422,106	-12.69%
LSO Cob	\$966,946	\$844,212	-12.69%

AT&T Cob	\$123,476	\$122,350	-0.91%
MCI Cob	\$200,410	\$146,926	-26.69%
IXC Cob	\$200,410	\$146,926	-26.69%
Fees/Make Ready	\$500,000	\$500,000	0.00%
Shipping (5%)	\$264,577	\$212,509	-19.68%
Subtotal	\$5,556,119	\$4,962,687	-10.68%
Switching Machine	\$2,551,741	\$1,950,000*	-23.58%
Grand Total	\$8,107,860	\$6,912,687	-14.74%

* List price not yet firm. This price is budgetary and exemplifies a model with pure packet access. Seller commits to a minimum twenty percent (20%) price savings when compared to a SESS TDM Switch configuration. Access vehicles (e.g., RLAGs, IADs, etc.) are not included in the pricing.

EX-10.10

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AMENDMENT NO. 4

AMENDMENT NUMBER FOUR

TO THE GENERAL AGREEMENT AMONG

KMC TELECOM INC., KMC TELECOM II, INC., KMC TELECOM III, INC.,

KMC TELECOM IV, INC., KMC TELECOM OF VIRGINIA, INC.,

KMC TELECOM LEASING I LLC, KMC TELECOM LEASING II LLC,

KMC TELECOM LEASING III LLC, KMC TELECOM LEASING IV LLC

AND LUCENT TECHNOLOGIES INC.

This Amendment Number Four (hereinafter this "AMENDMENT FOUR") is made effective as of February 15, 2000, by and among KMC Telecom Inc., a Delaware corporation, KMC Telecom II, Inc., a Delaware corporation, KMC Telecom III, Inc., a Delaware corporation, KMC Telecom IV, Inc., a Delaware corporation, KMC Telecom of Virginia, Inc., a Virginia public service company, KMC Telecom Leasing I LLC, a Delaware limited liability company, KMC Telecom Leasing II LLC, a Delaware limited liability company, KMC Telecom Leasing III LLC, a Delaware limited liability company, KMC Telecom Leasing IV LLC, a Delaware limited liability company, each with offices located at 1545 Route 206, Suite 300, Bedminster, New Jersey 07921 (hereinafter collectively referred to as "CUSTOMER"), and Lucent Technologies Inc., a Delaware corporation acting through its Global Service Providers Group, with offices located at 600 Mountain Avenue, Murray Hill, New Jersey 07074 (hereinafter "SELLER").

WHEREAS, Customer and Seller previously entered into that certain General Agreement (Contract Number LNM970313MP), effective March 6, 1997, as modified and amended by Amendment Number One (Contract Number LNM970922MP), effective as of October 15, 1997, as further modified and amended by Amendment Number Two, effective as of December 22, 1998, as further modified and amended by Amendment Number Three, effective as of November 15, 1999 (as so amended, the "GENERAL AGREEMENT"), setting forth the terms and conditions pursuant to which Seller agreed to supply and Customer agreed to procure certain of Seller's Products, Licensed Materials and Services (as such terms are defined therein); and

WHEREAS, Customer and Seller desire to amend and modify the General Agreement as set forth herein; and

WHEREAS, all terms used herein but not defined herein shall have the meanings ascribed to them in the General Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF GENERAL AGREEMENT

The definition of "Customer" contained in the General Agreement is hereby amended to additionally include KMC III Services LLC, a Delaware limited liability company ("KMC SERVICES"), it being the intent and understanding among the parties that KMC Services shall be authorized to procure Products, Licensed Materials and Services from Seller under and pursuant to the terms and conditions of the General Agreement.

2. ENTIRE AGREEMENT

Except as specifically modified, amended or supplemented herein, all terms and conditions of the General Agreement shall remain in full force and effect. The terms and conditions contained in this Amendment Four and those nonconflicting terms and conditions of the General Agreement supersede all prior oral and written understandings among the parties and shall constitute the entire agreement among the parties with respect to the subject matter herein. This Amendment Number Four shall not be modified or amended except by a writing signed by an authorized representative of each of the parties.

3. COUNTERPARTS

This Amendment Number Four may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

4. GOVERNING LAW

This Amendment Number Four shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Amendment Number Four to be executed by their duly authorized representatives as of the day and year first above written.

KMC TELECOM INC.

By: /s/

Name: James D. Grenfell
Title: Chief Financial Officer

KMC TELECOM LEASING I LLC

By: KMC Telecom Inc., as Sole Member

By: /s/

Name: James D. Grenfell
Title: Chief Financial Officer

KMC TELECOM II, INC.

Member

By: /s/

Name: James D. Grenfell
Title: Chief Financial Officer

KMC TELECOM LEASING II LLC

By: KMC Telecom II, Inc., as Sole

By: /s/

Name: James D. Grenfell
Title: Chief Financial Officer

KMC TELECOM III, INC.

By: /s/

KMC TELECOM LEASING III LLC

By: KMC Telecom III, Inc., as Sole
Member

By: /s/

 Name: James D. Grenfell
 Title: Chief Financial Officer

KMC TELECOM IV, INC.

By: /s/

 Name: James D. Grenfell
 Title: Chief Financial Officer

KMC TELECOM OF VIRGINIA, INC.

By: /s/

 Name: James D. Grenfell
 Title: Chief Financial Officer

LUCENT TECHNOLOGIES INC.

By: /s/

 Name: William H. Pittman
 Title: Area Vice President

EX-21.1

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SUBSIDIARIES OF KMC TELECOM HOLDINGS, INC.

SUBSIDIARIES OF KMC TELECOM HOLDINGS, INC.

COMPANY	STATE OF INCORPORATION/ORGANIZATION
KMC Telecom Inc.	Delaware
KMC Telecom II, Inc.	Delaware
KMC Telecom III, Inc.	Delaware
KMC Telecom IV, Inc.	Delaware
KMC Telecom V, Inc.	Delaware
KMC Telecom of Virginia, Inc. (subsidiary of KMC Telecom Inc.)	Virginia
KMC Telecom of Virginia IV, Inc. (subsidiary of KMC Telecom of Virginia, Inc.)	Virginia

KMC Telecom Leasing I LLC (subsidiary of KMC Telecom Inc.)	Delaware
KMC Telecom Leasing II LLC (subsidiary of KMC Telecom II, Inc.)	Delaware
KMC Telecom Leasing III LLC (subsidiary of KMC Telecom III, Inc.)	Delaware
KMC Telecom Leasing IV LLC (subsidiary of KMC Telecom IV, Inc.)	Delaware
KMC Telecom.com, Inc.	Delaware
KMC III Services LLC (formerly KMC III LLC) (subsidiary of KMC Telecom III, Inc.)	Delaware
KMC Telecom Financing, Inc.	Delaware
KMC Financial Services LLC (formerly KMC Services LLC)	Delaware
KMC Network Technologies LLC	Delaware

EX-27.1

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FDS --

WARNING: THE EDGAR SYSTEM ENCOUNTERED ERROR(S) WHILE PROCESSING THIS SCHEDULE.

EXHIBIT 27.1

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE BALANCE SHEET OF KMC TELECOM HOLDINGS, INC. AS OF DECEMBER 31, 1999 AND THE RELATED STATEMENT OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 1999, AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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12-MOS
 Dec-31-1999
 Jan-1-1999
 Dec-1-1999
 85,966,000
 0
 32,924,000
 (5,551,000)
 0
 151,839,000
 676,291,000
 (36,967,000)
 886,040,000
 208,846,000
 576,137,000
 250,470,000
 0
 6,000

(384,419,000)
886,040,000
0
64,313,000
0
110,309,000
114,713,000
0
69,411,000
(225,716,000)
0
(225,716,000)
0
0
0
(225,716,000)
(360.88)
(360.88)